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6 | Attorneys for Defendant  
**FORD MOTOR COMPANY**

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

11 | ACSC MANAGEMENT SERVICES,  
INC..

CASE NO. 8:16-cv-00434 CJC (KESx)

~~PROPOSED~~ STIPULATED  
SHARING AND NON-SHARING  
PROTECTIVE ORDER

**Plaintiff,**

vs.

## FORD MOTOR COMPANY,

Defendant.

18        In order to preserve and maintain the confidentiality of certain confidential,  
19 commercial, and/or proprietary documents and information produced or to be  
20 produced by defendant FORD MOTOR COMPANY (“Ford”) or by any party in this  
21 action, IT IS HEREBY STIPULATED by and between Ford and plaintiff ACSC  
22 MANAGEMENT SERVICES, INC., by and through their respective counsel of  
23 record, as follows:

24       1. Documents or information to be produced or provided by Ford or any  
25 party in this litigation that contain confidential, commercially sensitive, private  
26 personal information, and/or proprietary information may be designated as  
27 confidential by marking or placing the applicable notice “Subject to Non-Sharing  
28 Protective Order,” “Subject to Protective Order,” or “Confidential” or substantially

1 similar language on media containing the documents, on the document itself, or on a  
2 copy of the document, in such a way that it does not obscure the text or other content  
3 of the document.

4       2. As used in this Order, the terms “documents” or “information” mean all  
5 written material, electronic data, videotapes, and all other tangible items, produced  
6 in whatever format (e.g., hard copy, electronic, digital, etc.) and on whatever media  
7 (e.g., hard copy, videotape, computer diskette, CD-ROM, DVD, by secure electronic  
8 transmission, hard drive, or otherwise).

9       3. Documents or information designated as “Subject to Non-Sharing  
10 Protective Order,” “Subject to Protective Order,” or “Confidential” or substantially  
11 similar language in accordance with the provisions of this Order (“Protected  
12 Documents” or “Protected Information”) shall only be used, shown, or disclosed as  
13 provided in this Order. However, nothing in this Order shall limit a party’s use or  
14 disclosure of his or her own information designated as a Protected Document or  
15 Protected Information.

16       4. If a receiving party disagrees with the “Protected” designation of any  
17 document or information, such party must notify the producing party in a written  
18 letter identifying the challenged document(s) or information with specificity,  
19 including Bates-number(s) where available, the receiving party’s position, and the  
20 specific grounds for the objection to the designation. The producing party will then  
21 respond to each objection in writing and identify why the challenged designation  
22 was made. If the parties are unable resolve any disagreements over the challenged  
23 document(s) or information in writing, counsel for the parties will meet and confer  
24 telephonically or in person pursuant to and in accordance with Central District of  
25 California Civil Local Rule (“Local Rule”) 37-1. If the parties are unable to resolve  
26 the issue of confidentiality regarding the challenged document(s) or information  
27 through these meet and confer efforts, the parties will prepare moving papers in  
28 accordance with Local Rule 37-2 for the purpose of establishing that the challenged

1 document(s) or information is/are confidential, or may request an informal  
2 telephonic conference pursuant to and in accordance with the Court's procedures.  
3 For purposes of the joint stipulation required by Local Rule 37-2, the producing  
4 party is the moving party. Protected Documents will continue to be treated as such  
5 pending determination by the Court as to the confidential status.

6       5. Protected Documents and any copies thereof shall be maintained  
7 confidential by the persons authorized to receive the documents pursuant to  
8 Paragraph 6 and shall be used only for prosecuting, defending, or attempting to settle  
9 this litigation, subject to the limitations set forth herein and subject to applicable  
10 federal, local, and Court rules concerning the handling of confidential documents by  
11 the Court, the Court's staff, and its personnel.

12       6. Protected Documents shall be disclosed only to "Qualified Persons."  
13 Qualified Persons are limited to:

- 14           a. Counsel of Record for the parties, and the parties;
- 15           b. Paralegals and staff employed by Counsel of Record and  
16              involved in the preparation and trial of this action;
- 17           c. A vendor hired by a party to host data and maintain a database of  
18              electronic data or perform other work related to the collection,  
19              review, or production of documents in the case;
- 20           d. Experts and non-attorney consultants retained by the parties for  
21              the preparation and/or trial of this case, provided that no  
22              disclosure shall be made to any expert or consultant who is  
23              employed by a competitor of Ford;
- 24           e. Witnesses during depositions;
- 25           f. The Court and the Court's staff; and
- 26           g. With respect to documents designated as "Sharing" or "Subject to  
27              Protective Order," attorneys representing plaintiff(s) and the  
28              experts and non-attorney consultants retained by such attorneys,

in other cases pending against Ford involving a 2000 Ford F-150, 2001 Ford F-250, or 2002 Ford F-150 involved in a fire with claims that the vehicle's speed control deactivation switch was defective, provided no disclosure shall be made to any expert or consultant who is employed by a competitor of Ford.

6       7. The receiving party must make reasonable efforts to ensure the  
7 individuals described in Paragraphs 6(b), 6(c), 6(d), 6(e), and 6(g) above are  
8 Qualified Persons.

9        8. Before receiving access to any Protected Document or the information  
10 contained therein, each person described in Paragraphs 6(b), 6(c), 6(d), 6(e), and  
11 6(g) above shall execute a “Written Assurance” in the form contained in Exhibit A,  
12 attached hereto. The receiving party shall retain each such executed Written  
13 Assurance and shall keep a list identifying (i) all persons described in Paragraphs  
14 6(b), 6(c), 6(d), 6(e), and 6(g) above to whom Protected Documents have been  
15 disclosed, and (ii) all Protected Documents disclosed to such persons. Each such  
16 executed Written Assurance and list shall be submitted to counsel for Ford at the  
17 termination of this litigation or upon order of the Court requiring production,  
18 whichever comes first. However, for consulting experts who were not designated as  
19 testifying experts, the receiving party may redact the name, address, and signature of  
20 the consultant before disclosing the executed Exhibit A and document list for that  
21 person. To the extent the “Qualified Persons” described in Paragraph 6(d) and 6(g)  
22 above include privileged non-testifying expert consultants, the receiving party shall  
23 retain each such executed Exhibit A and shall keep a list identifying (i) all such non-  
24 testifying expert consultants described in Paragraphs 6(d) and 6(g) above to whom  
25 Protected Documents have been disclosed, and (ii) all Protected Documents  
26 disclosed to such persons. In the event that Ford (or the producing party) seeks to  
27 compel the production of each unredacted and executed Exhibit A for good cause,  
28 the receiving party shall submit each unredacted and executed Exhibit A and list to

1 the Court for *in camera* inspection. Persons described in Paragraph 6(b) shall be  
2 covered under the signature of Counsel of Record.

3       9. As the Protected Documents may only be distributed to Qualified  
4 Persons, Qualified Persons may not post Protected Documents on any website or  
5 internet accessible document repository, excepting the Court, the Court's staff, and  
6 its personnel subject to the applicable federal, local, and Court rules concerning the  
7 handling of confidential documents by the Court and its personnel, and excepting a  
8 vendor hosted review platform for the sole purpose of reviewing the information for  
9 the subject case and not for any other purpose, and shall not under any circumstance  
10 sell, offer for sale, advertise, or publicize either the Protected Documents and the  
11 Confidential information contained therein or the fact that such persons have  
12 obtained Ford's (or the producing party's) Protected Documents and confidential  
13 information.

14       10. To the extent that Protected Documents or information obtained  
15 therefrom are used in the taking of depositions (including exhibits) or other pretrial  
16 testimony, such documents or information shall remain subject to the provisions of  
17 this Order, along with the transcript pages of the testimony dealing with, referring to,  
18 or referencing the Protected Documents or information. Designation of the portion  
19 of the transcript (including exhibits) which contains references to Protected  
20 Documents or information shall be made (i) by a statement to such effect on the  
21 record during the proceeding in which the testimony is received, or (ii) by written  
22 notice served on counsel of record in this Litigation within thirty (30) business days  
23 after the receipt of the draft or final transcript (whichever is received earlier) of such  
24 proceeding (as used herein, the term "draft transcript" does not include an ASCII or  
25 rough transcript). However, before such thirty (30) day period expires, all  
26 testimony, exhibits, and transcripts of depositions or other testimony shall be treated  
27 as Protected Documents. All portions of transcripts not designed as Confidential  
28 within the time frame provided herein shall be deemed not confidential.

1        11. If any party disagrees with the designation of all or part of a deposition  
2 transcript designated as "Protected" pursuant to Paragraph 10 above, such party must  
3 notify the designating party in a written letter identifying the testimony (by line and  
4 page designation), the objecting party's position, and the specific grounds for the  
5 objection to the designation. The designating party will then respond to each  
6 objection in writing and identify why the challenged designation was made. If the  
7 parties are unable resolve any disagreements over the challenged designation in  
8 writing, counsel for the parties will meet and confer telephonically or in person  
9 pursuant to and in accordance with Local Rule 37-1. If the parties are unable to  
10 resolve the issue of confidentiality regarding the challenged deposition testimony  
11 through these meet and confer efforts, the parties will prepare moving papers for the  
12 purpose of establishing if the challenged deposition testimony is confidential in  
13 accordance with Local Rule 37-2, or may request an informal telephonic conference  
14 pursuant to and in accordance with the Court's procedures. For purposes of the joint  
15 stipulation required by Local Rule 37-2, the designating party is the moving party.  
16 The designated deposition testimony at issue, and any related exhibits, will continue  
17 to be treated as a Protected Document, in accord with its respective designation,  
18 pending determination by the Court as to the confidential status.

19        12. Before filing any Protected Documents or Protected Information with  
20 the Court, the filing party and the party producing the Protected Documents or  
21 Protected Information must confer regarding redaction as required by Local Rule 79-  
22 5. If an agreement regarding redaction cannot be reached, the filing party shall file  
23 an Application for Leave to File Under Seal in accordance with Local Rule 79-5 and  
24 any other applicable Federal or Local Rules. Absent written permission from the  
25 producing party, a ruling from the Court, or a Court order denying an Application  
26 for Leave to Seal, a receiving party may not file in the public record any Protected  
27 Documents or Protected Information.

28        13. To the extent Ford (or the producing party) is requested to produce

1 documents it has determined should not be subject to the sharing provision of this  
2 Protective Order in Paragraph 6(g), Ford (or the producing party) will designate such  
3 documents as "Non-Sharing." Documents designated as "Non-Sharing" shall not be  
4 shared under Paragraph 6(g).

5       14. With respect to Protected Documents designated as "Non-Sharing,"  
6 within one hundred and twenty (120) days after the conclusion of this case, counsel  
7 for the parties who received Protected Documents, including any documents that any  
8 such party disclosed to any person described in Paragraph 6(b) or (c) above, shall  
9 either (i) return to Ford (or the producing party) the Protected Documents, or (ii)  
10 securely destroy the Protected Documents and certify such destruction to Ford (or  
11 the producing party) within one hundred and fifty (150) days after the conclusion of  
12 this case.

13       15. With respect to documents designated as "Sharing" or "Subject to  
14 Protective Order," Counsel for the parties shall not be required to return the  
15 Protected Documents to Ford after the conclusion of this case and may retain the  
16 documents pursuant to the terms of this Order.

17       16. Submission to regulatory agency or governmental entity:  
18           a. This Protective Order shall not be construed to prohibit Ford's  
19 disclosure or production of safety-related information to a  
20 regulatory agency or governmental entity with an interest in the  
21 safety-related information. Material subject to this Protective  
22 Order may only be disclosed to a regulatory agency or  
23 governmental entity with an interest in the safety-related  
24 information by Ford, and such disclosure shall be made pursuant  
25 to 49 CFR 512 or similar applicable rules.  
26           b. If other parties to this Protective Order have a reasonable belief  
27 that certain documents are safety-related and need to be disclosed  
28 to a regulatory agency or governmental entity, they are not

prohibited from advising the regulatory agency or governmental entity that they believe such documents were produced in this case, however, any disclosure of such documents shall adhere to the procedure described in Paragraph 16(a).

17. Inadvertent or unintentional production of documents or information containing confidential information that should have been designated as Protected Document(s) shall not be deemed a waiver in whole or in part of the party's claims of confidentiality.

18. The parties may disclose and produce responsive documents to each other in this litigation, and seek to do so without risking waiver of any attorney-client privilege, work product, or other applicable privilege or protection. As such, the parties will adhere to the following procedures with regard to the production of privileged or protected material, should that occur:

- a. The production of documents (including both paper documents and electronically stored information or "ESI") subject to protection by the attorney-client and/or work product doctrine or by another legal privilege protecting information from discovery, shall not constitute a waiver of any privilege or other protection, provided that the producing party notifies the receiving party, in writing, of the production after its discovery of the same.
- b. If the producing party notifies the receiving party after discovery that privileged materials (hereinafter referred to as the "Identified Materials") have been produced, the Identified Materials and all copies of those materials shall be returned to the producing party or destroyed or deleted, on request of the producing party. The producing party will provide a privilege log providing information upon request or if required by the Federal Rules of Civil Procedure and applicable case law to the receiving party at

the time the producing party provides the receiving party notice of the Identified Materials. If the receiving party has any notes or other work product reflecting the contents of the Identified Materials, the receiving party will not review or use those materials unless a court later designates the Identified Materials as not privileged or protected.

- c. The Identified Materials shall be deleted from any systems used to house the documents, including document review databases, e-rooms, and any other location that stores the documents. The receiving party may make no use of the Identified Materials during any aspect of this matter or in any other matter, unless the documents have been designated by a court as not privileged or protected.
- d. The contents of the Identified Materials shall not be disclosed to anyone who was not already aware of the contents of them before the notice was made. The receiving party must take reasonable steps to retrieve the Identified Materials if the receiving party disclosed the Identified Materials before being notified.
- e. If any receiving party is in receipt of a document from a producing party which the receiving party has reason to believe is privileged, the receiving party shall in good faith take reasonable steps to promptly notify the producing party of the production of that document so that the producing party may make a determination of whether it wishes to have the documents returned or destroyed pursuant to this Stipulation and Order.
- f. The party returning the Identified Materials may move the Court for an order compelling production of some or all of the Identified Material returned or destroyed, but the basis for such

1 motion may not be based on the fact or circumstances of the  
2 production.

3 g. The disclosure of Identified Materials in this action is not a  
4 waiver of the attorney-client privilege, work product doctrine, or  
5 any other asserted privilege in any other federal or state  
6 proceeding, pursuant to Rule 26(b) of the Federal Rules of Civil  
7 Procedure and Rule 502(d) of the Federal Rules of Evidence.

8 19. No provision of this stipulated Order shall constitute a concession by  
9 any party that any documents are subject to protection by the attorney-client  
10 privilege, the work product doctrine, or any other potentially applicable privilege or  
11 doctrine. No provision of this stipulated Order is intended to waive or limit in any  
12 way either party's right to contest any privilege claims that may be asserted with  
13 respect to any of the documents produced except to the extent set forth herein.

14 20. In the event that a party produces a document without a confidentiality  
15 designation as permitted by this Order, the following procedures shall apply:

16 a. The producing party shall, within fourteen (14) days of the  
17 discovery of the disclosure, notify the other party in writing. The  
18 party receiving such notice shall promptly destroy the document,  
19 including any copies it has, or return the document on request of  
20 the producing party. Within ten (10) days after such document is  
21 returned or its destruction certified, the producing party will  
22 produce a new version of any such document that was returned or  
23 destroyed, which will contain the appropriate confidentiality  
24 designation.

25 b. If the receiving party disputes the producing party's claim of  
26 confidentiality, that party may move the Court to challenge the  
27 confidential designation in accordance with Paragraph 4 of this  
28 Order. If the receiving party elects to file such a motion, the

1 receiving party may retain possession of the document, but shall  
2 treat it in accordance with the terms of the Protective Order  
3 pending resolution of the motion. If the receiving party's motion  
4 is denied, the parties shall promptly comply with Paragraph 18(a)  
5 of this Order.

6 c. The production of such document does not constitute a waiver of  
7 any claim of confidentiality as set forth in this order or any other  
8 matter in any other jurisdiction, unless otherwise ordered by the  
9 Court.

10 21. This Protective Order may not be waived, modified, abandoned, or  
11 terminated, in whole or part, except by court order. If any provision of this  
12 Protective Order shall be held invalid for any reason whatsoever, the remaining  
13 provisions shall not be affected thereby.

14 22. After termination of this litigation, the provisions of this Order shall  
15 continue to be binding and any party may enforce the provisions of this Order in any  
16 court of competent jurisdiction. Any violation of this Order may be punished by any  
17 and all appropriate measures including, without limitation, contempt proceedings or  
18 monetary sanctions.

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1           23. This Protective Order shall be binding upon the parties hereto, upon  
2 their attorneys, and upon the parties' and their attorneys' successors, executors,  
3 personal representatives, administrators, heirs, legal representatives, assigns,  
4 subsidiaries, divisions, employees, agents, independent contractors, or other persons  
5 or organizations over which they have control.

6           IT IS SO STIPULATED.

7

8 DATED: June 16, 2017

YUKEVICH | CAVANAUGH

9

10 By: 

11 Raymond H. Hua  
12 Jeffrey W. Caligiuri  
13 Attorneys for Defendant  
14 FORD MOTOR COMPANY

15 DATED: June 15, 2017

DE LA FLOR & ASSOCIATES

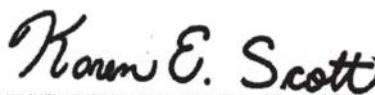
16 By: 

17 Andrew R. de la Flor  
18 Attorneys for Plaintiff  
19 ACSC MANAGEMENT SERVICES, INC.

20 FOR GOOD CAUSE SHOWING, IT IS SO ORDERED.

21

22 DATED: June 21, 2017



23

24 Hon. Karen E. Scott  
25 United States Magistrate Judge

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**EXHIBIT A**

AFFIDAVIT OF \_\_\_\_\_, being duly  
sworn and personally appearing before the undersigned attesting officer, duly  
authorized by law to administer oaths, deposes and says that the within statements  
are true and correct:

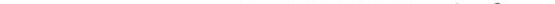
7       1. I have read the Stipulated Sharing and Non-Sharing Protective Order  
8 attached hereto, and I understand its terms and meanings.

9       2. I agree that my signature below submits me to the jurisdiction of the  
10 United States District Court for the Central District of California, in the above-  
11 captioned case, and binds me to the provisions of the Stipulated Sharing and Non-  
12 Sharing Protective Order, including to all promises undertaken in the Order, as if  
13 originally agreed by me.

14 Further Affiant sayeth not.

16 This day of \_\_\_\_\_, 20\_\_\_\_.

## AFFIANT

21 SUBSCRIBED AND SWORN to before me  
22 this day of \_\_\_\_\_, \_\_\_\_\_.  
  


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**NOTARY PUBLIC**

Name:

No.:

My Commission Expires: